**DISCLAIMER**

**This document is provided for general informational purposes, may not apply to your city's specific situation and should not be considered a comprehensive RFP. It should be used for comparative purposes only. The RFP should be tailored to reflect the actual context of your city. You should consult with your city attorney before taking any action based on this document.**

# CITY OF LOCUST GROVE REQUEST FOR QUALIFICATIONS RFQ NUMBER RFQ PW 5-4210-2018-01 ENGINEERING DESIGN SERVICES

The City of Locust Grove is soliciting responsive qualified firms for engineering and design services for certain safety and operations improvements to Bill Gardner Parkway between the I75 interchange to Georgia Highway 42. All respondents to this RFQ are subject to instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

A pre-submittal meeting will be held on **Thursday, March 8, 2018 at 2:00 PM** at the Locust Grove Public Safety Building Conference Room. Attendance is not mandatory, but this meeting will allow consultants to ask questions and bring up any concerns they may have regarding the proposals.

Questions regarding RFQ should be submitted no later than **March 12, 2018** and directed via email to:

**Tim Young, City Manager tyoung@locustgrove-ga.gov**

Five (5) complete hard copy proposals consisting of a Statement of Qualifications (SOQs), AND, a separate cost element should be typed or submitted in ink and returned in a sealed container marked on the outside with the RFQ number and company name. A separate, sealed envelope shall consist of cost + fee proposal so that, after the submittals are ranked, we can then begin negotiation with the initial chosen firm on a contract. Proposers must also include one (1) redacted version of the submittal excluding financial capability on CD-ROM or flash drive in PDF format. Do not send electronic copies via email or fax. Proposals will be received until **Friday, March 23, 2018 at 2:00 PM** at the City of Locust Grove City Hall, 3644 Highway 42, P. O. Box 900, Locust Grove, Georgia 30248, at which time the RFQ submittals will be publicly opened and read aloud. Proposals received after the above date and time, or in any location other than Locust Grove City Hall, will not be considered.

**Submit Proposals to:**

City of Locust Grove City Hall

3644 Highway 42 (Physical Address)

P. O. Box 900 (Mailing Address)

Locust Grove, GA 30248

SOQs are legal and binding upon the bidder when submitted. All SOQs should be submitted in duplicate.

The written SOQ and proposal documents supersede any prior verbal or written communications between the parties.

No bonds are required as a part of this solicitation

# RFQ CHECKLIST

1. \_\_\_\_\_\_ Read the entire document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.

1. Note the Buyer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFQ and is an excellent source of information.

1. \_\_\_\_\_\_ Attend the pre proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFQ. This conference may be mandatory.

1. Take advantage of the “question and answer” period. Submit your questions to the

Buyer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQ. All addenda issued for an RFQ are posted on the City’s website and will include all questions asked and answered concerning the RFQ.

1. Follow the format required in the RFQ when preparing your response. Provide point by point responses to all sections in a clear and concise manner.

1. \_\_\_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don’t assume the City will know what your company’s capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response. Use the forms provided, e.g. cover page, standard forms, etc.

1. \_\_\_\_\_\_ Check the City’s website for RFQ addenda. Before submitting your response, check the City’s website at [www.locustgrove-ga.gov](http://www.locustgrove-ga.gov/) to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.

1. \_\_\_\_\_\_ Review the RFQ document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to score your proposal.

1. Submit your response to this RFQ on time. Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late proposal responses will not be accepted.

***This checklist is provided for assistance only and should not be submitted with Offeror’s RFQ.***

# SCHEDULE OF EVENTS

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **EVENT** | **DATE** | | | | | |
| RFQ Issue Date | February 23, 2018 | | | | | |
| Pre-qualification Meeting | March 8, 2018 (2:00 PM) | | | | | |
| Deadline for Receipt of Written Questions | March 12, 2018 (2:00 PM) | | | | | |
| Deadline for Posting of Written Answers to City’s Website |  | March 19, 2018 | | |  | |
|  | | |
| Response Due Date |  | March 23, 2018 (2:00 PM) | | | |  |
| RFQ Opening |  | March 23, 2018 (2:00 PM) | | | |  |
| Oral Presentation for Short-listed Vendors (subject to change) |  | April 2, 2018 |  | | | |
|  |
| Anticipated Award Date (subject to change) |  | April 16, 2018 | |  | | |
|  | |

*(All time references in this document are to be understood as local, Eastern Time for Locust Grove, Georgia, USA.)*

1. **SCOPE OF WORK**

The City of Locust Grove requires the services of a Consultant(s) to provide engineering and design services installation of safety and operations improvements along Bill Gardner Parkway between the Interstate 75 Interchange (Exit 212) and Georgia Highway 42. The project covers approximately 3,100 LF or 0.6-mile and with variable rights-of-way ranging between 92 feet to 200 feet near the interchange. Roadway was last improved in 2010 – 2011 with the installation of a dedicated right-turning lane between the I-75 NB off ramp to Tanger Boulevard. Otherwise, the typical section is a 5-lane roadway with flush median/two-way left turning lane (TWLT). The recommended safety and operational improvement consists of the following:

* + - Installation of a raised, concrete median between the eastern edge of the I-75 interchange to Georgia Highway 42.
    - Determination of median openings along the improvement project, including type of access break and turning lanes. Preferred arrangement is for a total of four (4) access breaks at the following locations:
      * + Tanger Boulevard – Currently controlled by traffic signals (no change) o Wal-Mart Access Road across from Ingle’s Shopping Center o Ingle’s shopping center East Driveway between Shane’s and United Community Bank.
        + Frances Ward Drive adjoining the Municipal Complex (Public Safety, City Hall, Henry County Fire Station #2)

All non-signalized access breaks are recommended for “R-Cut”-type control to allow for left-turns but discourage through movements. Frances Ward Drive break must consider emergency vehicle access and movements in multiple directions.

* + - Stormwater improvements for drainage, including hydraulic analysis or modeling for new or replacement culverts, pipes, etc. within the confines of Right-of-Way constraints where possible.
    - Alternate Item 1 – Aesthetics and overall urban street design along the corridor, such as suggested areas for wayfinding sign locations and/or landscaping.
    - Survey work on the entire project length, including location of drainage structures and utilities and project rights-of-way.
    - Studies on access management, including public outreach on proposed median installation and all access-break issues. Traffic volumes (counts/turning counts) will need to be taken along the corridor with turning movements at the key access points noted in the second bullet on Page 3.
    - Any necessary changes in signalization (required coordination with GDOT and Henry County)
    - Striping and signage along the roadway section.
    - Milling, patching and repaving the entire stretch of the project.
    - Alternate Item 2 – Recommendation on the milling, patching and resurfacing of the Segment of Bill Gardner Parkway from the intersection of Strong Rock Parkway at New Price Road to the median improvement section.

If selected, copies of topographical maps, existing drainage systems, utilities, land use maps, floodway/floodplain charts, wetlands maps, tax parcels, and City road maps will be made accessible to the Consultant by various City departments. The Consultant will coordinate with the City representative for use of the above materials. The City does not warrant the accuracy of the available data, and the Consultant is expected to conduct applicable field testing where the work so requires.

1. **STATEMENT OF QUALIFICATIONS SUBMITTAL**

The Consultant(s) shall submit the following information as their Statement of Qualifications: Your twenty (20) page Statement of Qualifications shall include the following information:

**Part One: Basic Screening Information.**

1. Basic company information: A. Company name.

Company Headquarters Address.

Contact Information - Name and contact information (telephone number(s) and email address) of primary proposing contact, (this will be the individual with whom the Department will direct all communications). D. Company website (if available).

Georgia Addresses - Identify and provide addresses for the offices located in the State of Georgia.

Staff - List the number and disciplines of staff members employed in each office in the State of Georgia.

Ownership - Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the Offeror a sole proprietorship, partnership, corporation, limited liability Corporation, or other structure?

* + 1. Certification Form - Complete the Certification Form and provide a notarized original within the firm’s Statement of Qualifications. This is to be submitted for the prime ONLY.
    2. Georgia Security and Immigration Compliance Act Affidavit – Complete the form and provide a notarized original within the firm’s Statement of Qualifications. This is to be submitted for the prime ONLY.
    3. Addenda - Signed cover page of any Addenda issued for the prime ONLY.

**Part Two: Experience and Qualifications.**

* + 1. Identify Key Team Leaders. Identify the Key Team Leaders to head up this project. Project Manager, Key Team Leader(s) shall be listed.
    2. Project Manager Experience and Qualifications. The following shall be provided to the degree necessary in the establishment of the experience and qualifications for the Project Manager: A. Education.
       - 1. Registration (if necessary and applicable).
         2. Relevant planning / engineering experience.
         3. Relevant project management experience for projects of similar complexity, size, scope, and function.
         4. Relevant experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process (PDP, Design Policy, etc.).

7. Key Team Leaders. Provide experience of Key Team Leaders (defined as those individuals who oversee key elements determined particularly important to the specific project. For each Key Team Leader identified provide: A. Education.

* + - * 1. Registration (if necessary and applicable).
        2. Relevant planning / engineering experience.
        3. Relevant experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process (PDP, Design Policy, etc.).

8. Prime Experience is provided pertaining to the prime’s experience and ability in delivering effective services for projects of similar complexity, size, scope, and function. For each project, the following information should be provided:

* + - * 1. Client name, project location, and dates during which services were performed.
        2. Description of overall project and services performed by your firm.
        3. Duration of project services provided by your firm, and overall project budget.
        4. Experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.). 5. Client(s) current contact information including contact names and telephone numbers. E. Involvement of Key Team Leaders on the projects.

**Part Three: Workload Capacity.**

9. Provide information regarding the overall resourced dedicated to delivering the specific project, including:

* + - * 1. Organizational chart which identified the project manager, Key Team Leaders, support personnel, and reporting structure.
        2. Primary Office. Identify and discuss the primary office which will be responsible for handling the specific project and the number and types of staff within the office and how this office could benefit the project and promote efficiency.
        3. Narrative on Additional Resource Areas and Ability. Respondents are also allowed one page to provide information regarding additional resource areas identified as important to the project, to discuss how the key areas will integrate and work together

on the project, to discuss any information which is pertinent to these areas, to provide a narrative regarding how the organization of the team, including the project manager and Key Team Leaders can deliver the project on schedule given their workload capacity.

* + - * 1. Project Manager Commitment Table. Provide a list of ALL projects (GDOT, other governments and private contracts) on which the proposed project manager is currently committed, to enable the Committee to ascertain the project manager’s availability.
        2. Key Team Leaders Commitment Table. Provide a list of ALL projects the Key Team Leaders are committed on to enable the Committee to ascertain the available capacity.

**Part Four: Technical Approach**

* + 1. Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project. Identify any unique challenges of the project and how your consultant intends to mitigate these challenges, including quality control, quality assurance procedures. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project.
    2. Past Performance Past performance may be evaluated through several methods including but not limited to: Checking of project references for the proposed project manager as well as the Key Team Leaders or supporting staff. Knowledge that any members of the Selection Committee have pertaining to the past performance of the consultant on any project which is shared and documented during the evaluation process.

**Cost + Fixed Fee Proposals.**

Offerors are required to submit their proposed cost for the work described in this RFQ as well as any additional fixed fees, as applicable: **Engineering Services as required should be priced with a per hour rate:**

* + Principals
  + Project Manager/Task Leader (GA P.E. required)
  + Project Engineer I or II
  + Landscape Architect / Urban Planner
  + CAD Specialist
  + Project Scientist
  + Georgia Registered Land Surveyor
  + Field Survey Crew
  + Permitting Technician
  + GIS Specialist

**Additional Required Information that is not part of the twenty (20) page limit.**

**Licensing:** Firm MUST have all the necessary, valid and current licenses to do business in the State of Georgia as issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed.

**Financial Stability:** Provide Suitable documentation to establish Financial Stability. Acceptable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability.

1. **SELECTION METHOD**

The Evaluation Committee will review all SOQs received and determine a ranking based on the information provided Section II of this RFQ. After each member of the Evaluation Committee reviews and ranks the SOQs, the highest averaged ranking will have the most favorable scoring. Award may be made at this time or some Short-listed Offerors shall be required to give an oral presentation to the evaluation committee to demonstrate their understanding of the project work required. After the required Oral Presentations, the Evaluation Committee will rank the oral presentations using the same method as established above. Highest Ranking Firm then will be invited to engage in discussion on contract and pricing. Should there not be a successful contract, then the next highest-ranking respondent will be contacted for contract negotiation and engagement.

**Project Manager for City of Locust Grove**

The successful Consultant(s) will report to the City Manager (or designee). Successful Consultant(s) agree to take direction from the project manager and to make all project documentation available upon request. The project manager shall have sole discretion as to the acceptability of all work.

**No limit to competition**

No specification implied or expressed is intended to limit competition. The specifications below are intended as a guide for the goods and services on which vendors are to submit a RFQ. These requirements and other specifications are not designed to prevent any vendor from submitting a RFQ. All equipment should comply with the requirements within a generally acceptable range.

**City’s Right to Investigate**

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request.

The City reserves the right to reject or accept any or all SOQs and to waive technicalities, informalities and minor irregularities in SOQs received.

|  |  |
| --- | --- |
| **RFQ SUBMITTAL EVALUATION CRITERIA** | **Scoring Value Maximum Points** |
| **Experience and Qualifications**  List of key personnel including project manager along with resumes. Identify person who on a day-by-day basis will be responsible for the work. Identify the key personnel necessary for implementing the project. Describe how key personnel will be involved in project. Describe availability of project manager and key personnel for this project  **Basis of Evaluation**   * Relationship of Experience to this project as it relates to size, quality and relevance. * Experience following local and state regulations and requirements. * Information should be complete. * Information should be in a clear and concise manner. | 30 |
| **Workload Capacity**  **Basis of Evaluation**   * Project Manager Workload * Key Team Leader Workload * Prime’s Resources and Workload Capacity * Additional Resource Area(s) | 20 |
| **Technical Approach**  Unique technical approaches to the anticipated design concepts. Provide description of firm's quality assurance/quality control processes to ensure accuracy and integrity of services in the timely delivery of projects while avoiding mistakes and obstacles.  **Basis of Evaluation**   * Our personnel listed adequate to implement quality assurance/quality control. * Information should be in a clear and concise manner. | 40 |
| **Past Performance**  Provide history of projects completed by the firm, Project Manager, Key Team Leader.  **Basis of Evaluation**  • Project References for the project manager, key team leader and prime firm | 10 |
| **MAXIMUM SCORING POINTS TOTAL** | 100 |
| **Oral Presentation and Product Demonstration** - At its sole discretion, the Evaluation Committee may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm. | 15 (possible additional points if an oral presentation is requested) |

# CITY OF LOCUST GROVE

**GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

## I. PREPARATION OF SOQs / BIDS

1. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

1. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign SOQs.

1. Individuals, firms and businesses seeking an award of a City of Locust Grove contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Official named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City of Locust Grove. Violations will be reviewed by the City Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

1. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

1. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if applicable. Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

## II. DELIVERY

1. Each bidder should state time of proposed delivery of goods or services.

1. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

## III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for RFQs, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is** **the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Purchasing Official prior to bid submittal.

## IV. SUBMISSION OF SOQs

1. Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appended material. Responses (With Addenda) shall be enclosed in sealed envelopes, addressed to the City of Locust Grove City Manager with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Emailed/faxed SOQ responses will not be considered. **Note the Cost + Fixed Fee should be enclosed in a separate sealed envelope for use after the selection process in complete**. Any Fees for the Alternate Items 1 and 2 should be enclosed in the sealed envelopes as well.

1. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the Cost + Fixed Fee envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

1. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.

1. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

1. Full identification of each item bid upon, including brand name, model, catalog number, etc.

must be furnished to identify exactly what the bidder is offering. Manufacturer’s literature may be furnished.

1. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

1. Unsigned SOQs will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.

1. City of Locust Grove is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Locust Grove. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

1. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

## V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Responses may be withdrawn from consideration if the price was substantially lower than the other responses due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Bidder has up to forty-eight (48) hours to notify the City of Locust Grove City Manager of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. If the opening is on a Thursday or Friday, then the 48-hour period would extend to the next corresponding business day of the following week. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Locust Grove’s discretion.

## VI. TESTING AND INSPECTION

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

## VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

## VIII. PATENT INDEMNITY

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

## IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to City of Locust Grove for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

## X. DISCOUNTS

1. Time payment discounts will be considered in arriving at net prices and in award of RFQs. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

1. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

## XI. AWARD

1. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.

1. The City reserves the right to reject or accept any or all RFQs and to waive technicalities, informalities and minor irregularities in RFQs received.

1. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

## XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

**XIII. CITY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

## XIV. REJECTION AND WITHDRAWAL OF RFQS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

## XV. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a City of Locust Grove "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that City of Locust Grove requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, City of Locust Grove shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Locust Grove fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of .5% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

## XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non- collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Agent in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.

## XVIII. TERMINATION FOR CAUSE

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

## XIX. TERMINATION FOR CONVENIENCE

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

## XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Agent, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

## XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

## XXII. INELIGIBLE BIDDERS

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

## XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid City of Locust Grove occupation tax certificate if the bidder maintains an office within the incorporated area of the City of Locust Grove. Out of City, and out of State bidders are required to provide evidence of a certificate to do business in any town, City or municipality in the State of Georgia, or as otherwise required by City ordinance or resolution.

## XXIV. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the fin11 may make notes to those areas, but may not materially alter any document language.

## XXV. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

## XXVI. STATE LAW REGARDING WORKER VERIFICATION

State Law requires that all who enter into a contract for the physical performance of services with the City or any other performance of labor for the City must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the City, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the City.

The Purchasing Agent shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Refon11 and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services or for the performance of labor where any persons are employed on the City contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or

Sub-contractor, the Purchasing Agent shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, the City of Locust Grove may direct the contractor to terminate that subcontractor. A contractor's failure to follow the City of Locust Grove's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 201 1 may be sanctioned by termination of the contract.

## XXVII. GENERAL CONTRACTORS LICENSE

All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

## XXVIII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense ( 1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

### General Insurance Requirements

The Consultant(s) shall provide the City of Locust Grove with a certified copy of each of the policies or binders to the address listed on the cover sheetindicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten

(10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Locust Grove representative named in the contract. A renewal policy or certificate shall be delivered to the City of Locust Grove at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Locust Grove as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Locust Grove, the Offeror shall deliver to the City of Locust Grove representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Locust Grove is additionally insured.

Statutory Workers’ Compensation Insurance:

**1. Employers Liability:**

Bodily Injury by Accident $100,000 each accident

Bodily Injury by Disease $500,000 policy limit

Bodily Injury by Disease $100,000 each employee

## 2. Comprehensive General Liability

1. Each Occurrence Limit $1,000,000
2. Personal & Advertising Injury Limit $1,000,000
3. General Aggregate Limit $2,000,000
4. Products/Completed Ops Aggregate Limit $2,000,000

1. **Comprehensive Automobile Liability Insurance:**

$1,000,000 limit of liability

Comprehensive form covering all owned, non-owned and hired vehicles

1. **Excess Umbrella Liability Insurance:**

$3,000,000 limit of liability

Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

### Compliance with Workers’ Compensation Act

The Contractor is required to supply the City of Locust Grove with proof of compliance with the Workers’ Compensation Act while performing work for the City of Locust Grove. Neither the Contractor nor its employees are employees of the City of Locust Grove. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established by the contract. If the Contractor does not meet the State’s requirement for workers’ compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers’ compensation.

# QUALIFICATIONS LETTER AND CERTIFICATION

(FAILURE TO INCLUDE THIS SIGNED QUALIFICATION LETTER AND CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR STATEMENT OF QUALIFICATIONS.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached RFQ PW 5-4210-2018-01 ENGINEERING DESIGN SERVICES for the City of Locust Grove.

It is understood and agreed that this Statement of Qualifications (SOQ) constitutes an offer, which when accepted in writing by the City of Locust Grove and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Locust Grove (“City”).

It is understood and agreed that we have read the City’s specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this SOQ, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications described in this RFQ. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

QUALIFICATIONS LETTER AND CERTIFICATION

I certify that this SOQ is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a statement for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the SOQ and certify that I am authorized to sign this SOQ for the Offeror. I further certify that the provisions of O.C.G.A. § 45‐10‐20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror

Date

Print/Type Company Name \_

Print/Type Offeror Name Here

## Corporate Certificate Form

CORPORATE CERTIFICATE

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I am the Secretary of the Corporation named as

Contractor in the foregoing bid; that

who signed said bid in behalf of the Contractor, was then (title) of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said

Corporation is organized under the laws of the State of .

This\_\_\_day of\_\_\_, 20

**(Signature)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CITY OF LOCUST GROVE DISCLOSURE FORM**

This form is for disclosure of campaign contributions and family member relations with City of Locust Grove officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Offeror

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and the official position of the Locust Grove Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Locust Grove Official.

Amount/Value Description

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Locust Grove and your relation:

**EXHIBIT C**

**IMMIGRATION AND SECURITY FORM**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Locust Grove has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States

Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IR.CA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned fu1ther agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Locust Grove, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Locust Grove at the time of the subcontractor(s) is retained to perform such service.

EEV *I* Basic Pilot Program\* User Identification Number

BY: Authorized Officer or Date

Agent (Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE *ME* ON

THIS DAY OF 201



Notary Public

My Commission Expires:

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## City of Locust Grove Service Provider Contract

This **CONTRACT** made and entered into this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between the City of Locust Grove, Georgia (Party of the First Part, Hereinafter called the “

City”), and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( Party of the Second Part, hereinafter called the Service Provider”).

**NOW THEREFORE,** for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. **TERM**:

This contract shall commence upon Notice to Proceed through **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **ATTACHMENTS:**

Copies of the Service Provider’s proposal, including all drawings, specifications, price lists,

Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the “Bid”) are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City’s contract documents and the Bid, the City’s contract documents shall control.

1. **PERFORMANCE**:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in god, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

1. **PRICE**:

As full compensation for the performance of the Contract, the City shall pay the Service Provider for the actual quantity of work performed, which shall in no event exceed $. The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

1. **INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/ or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider’s obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under Worker’s Compensation Act arising out of injuries sustained by any employee of the Service Provider.

1. **TERMINATION FOR CAUSE**:

The City may terminate this contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider’s default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City’s rights or remedies provide by law.

1. **TERMINATION FOR CONVENIENCE:**

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City’s termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

1. **CONTRACT NOT TO DISCRIMINATE:**

During the performance of this contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

1. **ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

1. **WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of subsequent breach of the same or any other provision, term, covenant or condition.

1. **SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

1. **GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in the City of Locust Grove, Georgia.

1. **MERGER CLAUSE:**

The parties agree that the terms of this contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signatures on next page]

**CITY OF LOCUST GROVE, GEORGIA**

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused the **CONTRACT** to be signed, sealed and delivered.

|  |  |  |  |
| --- | --- | --- | --- |
| This \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 | |  |  |
|  |  |
| CITY OF LOCUST GROVE, |  |  | GEORGIA SERVICE PROVIDER |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Robert Price, Mayor |  |  | Print Name |
|  |  |  | Title |
| ATTEST: |  |  | ATTEST: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Misty Spurling  City Clerk ATTEST: |  |  | Corporate Secretary |

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Andy Welch, City Attorney

(Seal)